

United States Environmental Protection Agency Washington, DC 20460		1. EPA IAG Identification Number		4. Funding Location by Region <div style="text-align: center;">06</div>		
Interagency Agreement/ Amendment Part 1 - General Information		2. Other Agency IAG ID Number (if known)		5. Program Office Abbreviation <div style="text-align: center;">6SF-R</div>		
		3. Type of Action				
6. Name and Address of EPA Organization U.S. Environmental Protection Agency Superfund Division (6SF) Response and Prevention Branch (6SF-R) 1445 Ross Ave. Dallas, TX 75202-2733			7. Name and Address of Other Agency U.S. Department of Transportation U.S. Coast Guard National Pollution Funds Center (cf) 4200 Wilson Blvd., Suite 1000 Arlington, VA 22203-1804			
8. Project Title Funding of an Incident Specific Oil Pollution Act Removal Action for FPN 08-6-144, Castex Systems, Inc. Facility near Jennings, Jefferson Davis Parish, LA						
9. EPA Project Officer (Name, Address, Telephone Number)			10. Other Agency Project Officer (Name, Address, Telephone Number) Lt David White, USCGR U.S. Coast Guard, NPFC (cf-1) 4200 Wilson Blvd., Suite 1000 Arlington, VA 22203-1804 (703) 236-4774			
11. Project Period			12. Budget Period			
13. Scope of Work (Attach additional sheets, as needed) <p>This agreement obligates no more than \$1,650,000.00 to the Environmental Protection Agency (EPA) for reimbursable incident specific oil removal expenditures made during activities pursuant to Section 311(c), Federal Water Pollution Control Act (FWPCA), as amended by the Oil Pollution Act of 1990 (OPA), Public Law 101-380, in accordance with the National Contingency Plan (NCP). The National Pollution Funds Center (NPFC) will Confirm all reimbursements following receipt and review of EPA documentation for the incident.</p> <p>See Section 28, Special Conditions.</p> <p>See attached Incident Specific Action Plan, Castex Systems, Inc.</p> <p>EPA GRANT SPECIALIST FOR THIS IAG IS:</p> <div style="text-align: right; margin-top: 20px;"> <div style="border: 1px solid black; padding: 10px; display: inline-block;"> <div style="text-align: center;">90068500</div> </div> </div>						
14. Statutory Authority for Both Transfer of Funds and Project Activities Section 311(c) of the Federal Water Pollution Control Act (FWPCA) as amended by the Oil Pollution Act of 1990 (OPA), Public Law 101-380					15. Other Agency Type <div style="text-align: center;">FEDERAL</div>	
Funds	Previous Amount	Amount This Action	Amended Total			
16. EPA Amount	0	0				
17. EPA In-Kind Amount	0	0				
18. Other Agency Amount	0	\$1,650,000.00				
19. Other Agency In-Kind Amount	0	0				
20. Total Project Cost	0	\$1,650,000.00				
21. Fiscal Information						
Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deobligation Amt.

Part IV - Acceptance Conditions	EPA IAG Identification Number
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.	
28. Special Conditions <i>(Attach additional sheets if needed)</i> <div style="text-align: center; padding: 20px;">See pages 4 thru 9 for additional General and Special Conditions.</div>	
Part V - Offer and Acceptance	
Note: 1) For Funds-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature. Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.	
2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.	
EPA IAG Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
29. Organization/Address	30. Organization/Address
Certification All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.	
Decision Official on Behalf of the Environmental Protection Agency Program Office	
31. Signature	Typed Name and Title Date
Action Official on Behalf of the Environmental Protection Agency	
32. Signature	Typed Name and Title Date
Authorizing Official on Behalf of the Other Agency	
33. Signature	Typed Name and Title Date

PART 1

GENERAL

A. Federal Project Number: This agreement provides funding from the Oil Spill Liability Trust Fund to EPA to conduct the Clean Water Act removal identified as Federal Project Number (FPN) 08-6-144. All reimbursable costs incurred by EPA associated with this FPN and paid directly from the EPA accounting system must be billed against this IAG, NOT against the blanket oil IAG provided to EPA Headquarters (ERD).

B. Pollution Reports: The OSC must send to the National Pollution Funds Center (NPFC) periodic pollution reports (POLREPS), as required by the National Contingency Plan (NCP) Subpart B, section 300.135(m). POLREPS must include information summarizing spending.

C. Cost Categories: The following are the categories of costs funded under this IAG or required to be documented under the IAG. The OSC is required to contain the costs outlined in items (1), (2), and (3) within the approved ceiling.

1. Incident specific obligations and other costs to date, such as purchases or contracts for services.

2. Incident specific EPA reimbursable costs, some of which are prepaid costs recorded in the EPA accounting system (such as equipment usage, travel, per diem, overtime, plus salaries for personnel not normally available for oil spill response - EPA determines who is normally available for oil spill response).

3. Incident specific costs for all other Federal Agencies (e.g. NOAA, DOI-FWS, etc.). Including obligations and prepaid costs recorded in the Coast Guard accounting system (e.g. BOA contracts issued by a Coast Guard Contracting Officer, Strike Team assistance costs, equipment, etc.).

4. Incident specific salary costs of personnel who are normally available for oil spill response. These costs are recoverable from the Responsible Party (RP) but not reimbursable from the Oil Fund. These are recorded in the EPA accounting system as prepaid costs.

D. Resource Documentation: The NPFC requires full documentation of all reimbursable and recoverable costs in every case to support reimbursement of the EPA and to support costs recoverable from the RP. Because costs outlined in Item 1C.4 are recoverable from the RP, they must be documented in each cost documentation report.

E. Contractor Costs and Documentation: Contractor costs for site specific response actually performed under site specific tasking documents are covered by this IAG. EPA will provide contractor cost documentation in a two-tiered arrangement, the first tier represents documents

required to be submitted, the second tier represents documents that must be maintained and provided to NPFC upon request when necessary to support the enforcement process including cost recovery negotiations or litigation. First tier documentation includes: cover sheets, copies of all relevant tasking documents, amendments, and contractor billing statements. Second tier documentation consists of all daily detail cost records that support the first tier. Further guidance is provided in Part II, Alternative EPA Cost Documentation.

E. Timely Submission of Documentation: NPFC expects to receive documentation of costs incurred under the terms of this IAG and its attached Special Conditions no later than 45 days following completion of incident response activity. If this 45-day target cannot be met, the cognizant EPA official shall advise NPFC of the delay, the reason for the same, and a date when the documentation will be provided. Partial reimbursements for incidents continuing for more than 30 days may be obtained before completion if documentation covering accrued costs have been submitted to NPFC. NPFC may recoup any funds transferred electronically (by OPAC) pursuant to this agreement for which documentation has not been received.

F. Designation of Source: The Oil Pollution Act (OPA) requires, where possible and appropriate, that the source of each incident be designated and the RP notified. NPFC performs the required notification of the responsible party function for EPA OSC incidents. EPA agrees that OSCs will communicate by any means available with the cognizant NPFC Case Officer, early in each response, in order to pass incident facts sufficient to support notification to the RP.

G. Final On-Scene Coordinator's Report: EPA OSC's should provide a copy of whatever document the EPA OSC prepares, or which is prepared on behalf of the OSC, summarizing and/or finalizing response activities. The report should contain at least the following elements: 1) a description of the incident and the removal response activity undertaken; 2) the name and address of the site and of the responsible party (if known); 3) the names, addresses and affiliation of all response participants including EPA, other Federal agencies, state and local governments, and commercial contractors; 4) beginning and ending dates of the incident/removal activity.

PART II

EPA OSC Alternative Cost Documentation

In lieu of NPFC standard cost documentation, described in the NPFC Technical Operating Procedures for Standard Cost Documentation (TOPS), EPA OSC's may use an alternative documentation procedure with elements as described below:

A. EPA OSC Cover Letter with Summary Cost Information: This is a letter to NPFC Case Management, signed by the OSC certifying incident costs and providing a line item summary for each major cost category (e.g. EPA salary, travel, per diem, contractor expenses, etc.). This letter should also provide any explanations necessary and appropriate to understand any unclear cost elements or issues.

B. Periodic Incident Response Status Reports: If provided as required in paragraph 28 the basic IAG, these pollution reports (POLREPS) will be assembled and incorporated into the overall cost documentation package by the NPFC.

C. EPA Personnel Costs: EPA agrees to charge actual EPA personnel labor costs for all EPA personnel participating in the incident specific removal response. This documentation includes a summary of the employee's name, grade, hours, appropriate subtotals and an overall total. Also included in the name and contact number of the appropriate EPA official to contact for additional information, if not the OSC. EPA must provide a copy of the Payroll Distribution Timesheets (EPA Form 2560-28) for all pay periods identifying the FPN and incident specific hours chargeable for each participating employee and a document showing payroll hours by pay period for all hours applicable to the incident. (NOTE: Timesheets and payroll reports must be redacted to remove data protected by the Privacy Act such as social security numbers, etc.).

D. EPA Personnel Travel Costs: EPA agrees to provide documentation supporting all incident specific travel costs incurred. This documentation includes a summary which includes the employee's name, TA number, amount, employee subtotal and overall incident total. Documentation must include copies of each TA, liquidated Travel Vouchers and expense receipts. (NOTE: TA's, Vouchers and receipts must be redacted to remove data protected by the Privacy Act such as social security numbers, etc.).

E. Other EPA Costs: Costs for EPA vehicles and other government owned equipment will be documented and a pro-rata share of the cost for the useful life of the item chargeable on a unit basis to the incident.

F. Contractor Costs: EPA will provide contractor costs in a two tiered arrangement: the first tier represents documents required to be submitted to NPFC for all incident specific contractor related response costs; the second tier represents documents that must be maintained and provided to NPFC upon request when necessary to support the enforcement process

including cost recovery negotiations or litigation.

Tier 1 documentation:

1) A cover sheet detailing site name and/or Coast Guard Federal Project Number (FPN), the applicable Tasking Document Number(s), date(s) of contractor work performance, labor costs, travel costs, other direct contractor costs, total direct contractor costs, total contractor hours, number of contractor personnel supporting the Tasking Document(s), and a brief description of the contractor activity performed under the Tasking Document(s).

2) Copies of each Tasking Document and any amendments for contractor related response activity for the site.

3) Copies of all contractor billing statements which enumerate the final cumulative direct costs by applicable Tasking Document Number with all the applicable line items underlined. (NOTE: If the cumulative cost totals for any Tasking Document Numbers listed on the billing statement are not the final costs, the contractor cover sheet must clearly state this with an estimate of anticipated additional costs and the date expected to be provided to NPFC. If there are any adjustments to the actual contractor payment, the cover sheet must state the Tasking Document Number and the actual amount paid).

Tier 2 documentation:

1) For each Tasking Document Number, daily line item detail by person for all contractor personnel participating in response activity under that Tasking Document.

2) For each person, the daily line item detail will include the employee name, grade, rate and hours.

3) Line item detail for any other applicable contractor costs in addition to direct personnel costs.

G. Coast Guard Blanket Ordering Agreement (BOA's): Costs in this category will be documented in accordance with requirements specified in the applicable BOA contract. Normally BOA daily resource documentation forms specified by a contract will be prepared by the contractor's own personnel. Each daily should be signed by the OSC or his/her representative. BOA contractor invoices are to be sent directly by the EPA OSC to the servicing Maintenance and Logistics Command (MLC) contracting office, either Atlantic or Pacific. The NPFC will assume responsibility for obtaining copies of BOA contractor invoices from the appropriate Maintenance and Logistics Command contracting office.

H. Other Government Agency Costs: Costs for other government agencies, whether federal, state or local, participating in a removal under the auspices of an EPA OSC will be documented in accordance with the requirements specified in any applicable EPA/Other Agency agreement. When an EPA/Other Agency agreement exists, an EPA OSC may, at his/her

discretion, use a Pollution Removal Funding Authorization (PRFA) in lieu of such agreement, as described in NPFC Technical Operating Procedures for Standard Cost Documentation (TOPS). In the absence of an EPA/Other Agency agreement, a PRFA will be executed. Where EPA/Other Agency agreements are utilized, EPA will reimburse the other agency and the Oil Fund will reimburse the EPA. Where PRFA's are utilized, other agencies will be reimbursed directly by the Oil Fund. In either case, cost documentation provided by other agencies will include: 1) Copies of tasking documents issued by the OSC which describe the equipment or services provided by the other agency; 2) Copies of records detailing work performed, travel, labor, equipment and any additional items with unit costs and subtotals for each category, and a reimbursable total. Where EPA reimburses other agencies under an EPA/Other Agency agreement, Oil Fund reimbursement to EPA for such costs will be in accordance with the basic terms of this IAG (see block 28.F). Where a PRFA is issued, other agency reimbursements will be processed in accordance with the NPFC Technical Operating Procedures for Standard Cost Documentation. PRFA's are intended to be issued by the OSC pursuant to instructions contained in the TOPS. Assistance in use of PRFA's may be obtained from the NPFC case officer.